

Attorney Docket No: ISCR007/00US

PATENT



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of Neuman, et al.

Serial No.: 09/774,791

Examiner: To be Assigned

Filed: February 1, 2001

Art Unit: 2166

For: **SYSTEM AND METHOD FOR CREATING PRESCRIPTIONS**

Commissioner for Patents
Washington, D.C. 20231

**POWER BY ASSIGNEE
AND STATEMENT UNDER 37 C.F.R. §3.73(b)**

The Assignee of the entire right, title, and interest in the above-identified application hereby grants the registered practitioners of Cooley Godward LLP included in the Customer Number provided below power to act, prosecute, and transact all business in the U.S. Patent and Trademark Office in connection with this application, any applications claiming priority to this application, and any patents issuing therefrom.

The Assignee certifies that to the best of its knowledge and belief it is the owner of the entire right, title, and interest in and to the above-identified application as evidenced by:

☒ **An assignment document, a copy of which is enclosed herewith.**

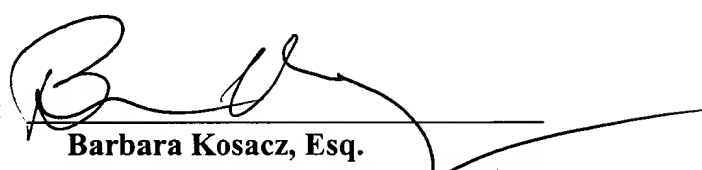
Please direct all telephone calls and correspondence to:

COOLEY GODWARD LLP
ATTN: Patent Group
One Freedom Square
Reston Town Center
11951 Freedom Drive
Reston, VA 20190-5601
Tel: (703) 456-8000
Fax: (703) 456-8100

CUSTOMER NUMBER: **022903**

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

Date: 5/21/01

Signature: 

Name:

Barbara Kosacz, Esq.

Title:

**General Counsel and Vice President,
Business Development**

Company:

iScribe, Inc.

ASSIGNMENT
(Joint)

Sherry L. Neuman, residing at 791 Los Flores Court, Galt, CA 95632; **Erik A. Moore**, residing at 877 Bounty Drive, #106EE, Foster City, CA 94404; and **Jeffrey T. Smith**, residing at 4302 23rd St. Apt. A, San Francisco, CA 94114 (hereinafter each referred to as "Assignor") have made an invention(s) relating to certain new and useful improvements in:

SYSTEM AND METHOD FOR CREATING PRESCRIPTIONS

set forth in an application for Letters Patent of the United States, which is a non-provisional application bearing Application No. **09/774,791**, and filed on February 1, 2001; and

WHEREAS, **iScribe, Inc.**, a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 1400 Industrial Way, Suite 300, Redwood City, CA 94063 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the Paris Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is a lawful owner of the entire right, title, and interest in and to the invention(s) set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has

good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s) or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said invention(s) in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, application number, the dates of execution of the oath or declaration, and attorney docket number of said application when known;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: May 21, 2001

By: Sherry L. Neuman
Sherry L. Neuman

State of: CALIFORNIA

County of: SAN MATEO

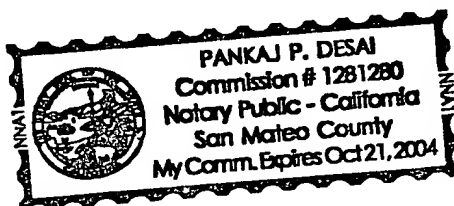
The preceding Assignment was acknowledged before me this 21st day of MAY, 01 by SHERRY L. NEUMAN

Pankaj P. Desai

My Commission Expires: OCT. 21, '04

Notary Public

PANKAJ P. DESAI



Date: May 21, 2001By: Erik A. Moore
Erik A. MooreState of: CALIFORNIACounty of: SAN MATEOThe preceding Assignment was acknowledged before me this 21st day of MAY, '01 by ERIK A. MOORE.Pankaj P. DesaiMy Commission Expires: OCT. 21, '04Notary Public
PANKAJ P. DESAIDate: 5/21/01By: Jeffrey T. Smith
Jeffrey T. SmithState of: CALIFORNIACounty of: SAN MATEOThe preceding Assignment was acknowledged before me this 21st day of MAY, '01 by JEFFREY T. SMITHPankaj P. DesaiMy Commission Expires: OCT. 21, '04Notary Public
PANKAJ P. DESAI